

or practice by the parties at variance with the terms hereof, shall constitute a waiver or estoppel of a party's right to demand exact compliance with any of the terms herein. Waiver by a party of any particular default by the other party shall not affect or impair a party's rights with respect to any subsequent default of the same, similar, or different nature, nor shall delay, forbearance, or omission of a party to exercise any power or right arising out of any breach or default by the other party hereto constitute a waiver by a party of any right hereunder, or the right to declare any subsequent breach or default or to terminate this Agreement prior to the expiration of its term.

22. ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement between the parties and can be modified only in writing signed by all parties hereto.

23. NOTICES. All notices, requests, demands and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail, postage prepaid, at the addresses set forth above.

24. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Missouri, without reference to the conflict of laws principles of such state.

25. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

26. HEADINGS. The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement.

27. EXHIBITS AND SCHEDULES. All of the exhibits, schedules, and appendices attached hereto are incorporated herein and made a part of this Agreement by reference thereto.

28. ARBITRATION. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any award made by the arbitration panel shall be binding on the parties and judgment thereon may be entered in any court having jurisdiction over the nonprevailing party or parties. The costs of the arbitration shall be borne equally by the parties, provided that each party shall pay for and bear the cost of its own experts, evidence, and legal counsel unless otherwise agreed in writing.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PRODUCER: _____

By: _____

Printed Name: _____

By: _____

Printed Name: _____

By: _____

Printed Name: _____

FARMLAND INDUSTRIES, INC.

By: _____

Printed Name: H. D. Cleberg

Title: President & CEO